

The purpose of this amendment is to clarify and provide revisions to the RFP.

1. Reference Section B, Clause B.1.2. "Contract Funding Profile", the fourth sentence in the first paragraph is revised as follow:

From: "Such funds will be provided for all allowable and allocable billings for cost and fee for the indicated fiscal year."

To: "Such funds will be provided for all allowable and allocable cost incurred and provisional and/or earned fee, if any, for the indicated fiscal year."

2. Reference Section B, Clause B.2.2. "Contract Funding Profile", the fourth sentence in the first paragraph is revised as follow:

From: "Such funds will be provided for all allowable and allocable billings for cost and fee for the indicated fiscal year."

To: "Such funds will be provided for all allowable and allocable cost incurred and provisional and/or earned fee, if any, for the indicated fiscal year."

3. Reference Section B, Clause B.2.8. "Authorization of Transition Costs Under the Contract", the third paragraph.

Delete "Paducah" and replace with "Portsmouth"

4. Reference Section C.1.0.3, add the following sentence to the end of the first paragraph:

"The contractor shall provide the deliverables as stated in Section J, Attachment 4.1, "Paducah List of Deliverables."

5. Reference Section C.1.2.3.2., "Work to be Performed", paragraph a) is revised as follows:

From: "Store, characterize, process, package, and ship 100% of the RCRA, RCRA/TSCA, TSCA, and 40% of the LLW legacy and newly generated waste and other nuclear materials to a DOE-approved storage, treatment, or disposal site, and operate the waste storage facilities identified in Exhibit C.1.2.3.a. Wastes include, but are not limited to, construction debris, sanitary waste, TSCA, HW, LLW, MLLW, TRU, and TRUM waste. Wastes and other nuclear materials must be dispositioned, processed and/or packaged to meet receiver site acceptance criteria. The contractor shall sign all manifests and RCRA land disposal restriction notifications. The approximate waste and other nuclear material inventories of each building are shown in Exhibits C.1.2.3.a.. This shall include final characterization, packaging, labeling,

and final disposition of all acceptable waste from the Infrastructure Contractor, excluding sanitary waste.”

To: “Store, characterize, process, package, and ship 100% of the RCRA, RCRA/TSCA, TSCA, and 40% of the LLW identified in Exhibit C.1.2.3.a. The contractor shall store, characterize, process, package, and ship 100% of the newly generated waste and other nuclear materials to a DOE-approved storage, treatment, or disposal site. The contractor shall also operate the waste storage facilities identified in Exhibit C.1.2.3.a. The estimated waste quantities and other nuclear material inventories of each building are shown in Exhibit C.1.2.3.a. Wastes include, but are not limited to, construction debris, sanitary waste, TSCA, HW, LLW, MLLW, TRU, and TRUM waste. Wastes and other nuclear materials must be dispositioned, processed and/or packaged to meet receiver site acceptance criteria. The contractor shall sign all manifests and RCRA land disposal restriction notifications. This shall include final characterization, packaging, labeling, and final disposition of all acceptable waste from the Infrastructure Contractor, excluding sanitary waste.”

6. Reference Section C.1.8.2, add the following new paragraph:

“j) Maintain, input, create reports, and all other activities necessary to manage environmental data generated by its own activities and data provided by other site contractors, such that the data is current, complete, and compliant with contract requirements. This includes management of databases (e.g., Oak Ridge Environmental Information System (OREIS), Geographical Information System (GIS), Paducah Project Environmental Measurement System (Paducah PEMS)) transitioned to the Remediation contractor or included as part of regulatory agreement(s).”

7. Reference Section C, add paragraph C.1.9.9 as follows:

“C.1.9.9. Computer/Radio/Telephones

A Local Area Network (LAN) and a Wide Area Network (WAN) configured to allow multiple users will be provided for the Remediation Contractor’s use at Paducah via a T-1 line. The system will be configured to allow separation of multiple users and provide basic operating software sufficient to allow input into DOE data systems. Computer support will be provided by the Infrastructure contractor will include network administration, customer service support, help desk support, and computer repairs. Customer service support includes unpacking, installation, testing and removal of personal computers (PCs) and related components and software installation, removal, or upgrades as necessary; ensuring operability between PCs and peripheral devices, the LAN and WAN; and providing personal interface in assessing user needs through personal visits and telephone.

The Remediation contractor shall install any additional ports necessary to support its own activities if a sufficient number of ports are not available in the work location. If additional facilities are brought on to house personnel (i.e. trailers) that are not sufficiently equipped, the Remediation Contractor is responsible to run lines, wire trailers, install ports and to perform any necessary preliminary work for connection to the site LAN or WAN. Any Remediation Contractor requests for additional computing resources either hardware or software must be submitted to DOE for approval including justification and detailed explanation of costs.

The Remediation Contractor is responsible to provide only peripheral activities related to the telephone system for its own personnel (i.e. individual phone unit replacements, and working with USEC for moving office phone numbers).

USEC holds the license for the FCC digital narrow band radio frequencies being used. USEC provides the narrow band radio frequency, the tower, the transmission and radio repair services. At Paducah most of the radios are EDACS Enhanced Access Communication Systems (LPE-200) portable 800 MHz compliant with the narrow band frequency. Approximately 175 narrow band frequency radios are available for use by the Remediation Contractor. Cell phones and other communication devices will not be provided and are the responsibility of the Remediation Contractor. Subcontractors are responsible for providing their own radios meeting the narrow band frequencies and subject to USEC guidelines and oversight.”

8. Reference Exhibit C.1.0.3, “Milestones/Schedule/Reference Documents,” change the Schedule in C.1.2.1 as follows:

Disposition all scrap:

From: “TBD no later than 9/30/09”

To: “TBD no later than 6/05”

Submittal of Project Completion Report:

From: “TBD no later than 9/30/09”

To: “TBD no later than 12/05”

9. Reference Exhibit C.1.0.3, “Milestones/Schedule/Reference Documents,” revise the title of the second C.1.7:

From: “PCB Activities Milestones/Schedule”

To: “PCB Reference Documents”

10. Reference Exhibit C.1.0.3, “Milestones/Schedule/Reference Documents,” add the following document to the “Title” column for “C.1.7 PCB Reference Documents”:

“Letter dated May 6, 1998; DOE Legacy Waste Agreement between DOE and USEC.”

11. Reference Section C.1.1.1.2, “Work to be Performed”, the following paragraphs are revised as follows:

- a. Paragraph a) is revised:

From: “Complete the ongoing CERCLA, RCRA, and NEPA (as applicable) processes, including preparation of all decision documents, for remedy identification and implementation, including installation and operation of a large-scale system to control the TCE source of Northwest and Northeast Plumes.”

To: “Complete the ongoing CERCLA, RCRA, and NEPA (as applicable) processes, including preparation of all decision documents, for remedy identification and implementation, including installation and operation of a large-scale system to cleanup the TCE source of Northwest and Northeast Plumes.”

- b. Paragraph b), the second sentence is revised:

From: “The cleanup level shall be as stated in the Agreed Order (DWM-31434-042).”

To: “The cleanup level shall be as stated in the Record of Decision.”

12. Reference Section C.2.0.3, add the following sentence to the end of the first paragraph:

“The contractor shall provide the deliverables as stated in Section J, Attachment 4.2, “Portsmouth List of Deliverables.”

13. Reference Section C.2.1.5.2, add the following sentence to the end of paragraph i):

“This includes data maintenance, input, report creation, and all other duties necessary to manage environmental data generated by its own activities and data provided by other site contractors, such that the data is current, complete, and compliant with contract requirements.”

14. Reference Section C, add paragraph C.2.7.9 as follows:

“C.2.7.9. Computer/Radio/Telephones

A Local Area Network (LAN) and a Wide Area Network (WAN) configured to allow multiple users will be provided for the Remediation Contractor’s use at Paducah via a T-1 line. The system will be configured to allow separation of multiple users and provide basic operating software sufficient to allow input into DOE data systems.

Computer support will be provided by the Infrastructure contractor will include network administration, customer service support, help desk support, and computer repairs. Customer service support includes unpacking, installation, testing and removal of personal computers (PCs) and related components and software installation, removal, or upgrades as necessary; ensuring operability between PCs and peripheral devices, the LAN and WAN; and providing personal interface in assessing user needs through personal visits and telephone.

The Remediation contractor shall install any additional ports necessary to support its own activities if a sufficient number of ports are not available in the work location. If additional facilities are brought on to house personnel (i.e. trailers) that are not sufficiently equipped, the Remediation Contractor is responsible to run lines, wire trailers, install ports and to perform any necessary preliminary work for connection to the site LAN or WAN. Any Remediation Contractor requests for additional computing resources either hardware or software must be submitted to DOE for approval including justification and detailed explanation of costs.

The Remediation Contractor is responsible to provide only peripheral activities related to the telephone system for its own personnel (i.e. individual phone unit replacements, and working with USEC for moving office phone numbers).

USEC holds the license for the FCC digital narrow band radio frequencies being used. USEC provides the narrow band radio frequency, the tower, the transmission and radio repair services. At Portsmouth the narrow band radios are Ericsson GE PCS series, Ericsson GE MP11 series, and Ericsson Panther series. The Panther series radios are the newest at three years old. The PCS and MP11 radios are in excess of 6 years old and have been converted to the narrow band frequency. Approximately 50 narrow band radios are available for use by the Remediation Contractor. Cell phones and other communication devices will not be provided and are the responsibility of the Remediation Contractor. Subcontractors are responsible for providing their own radios meeting the narrow band frequencies and subject to USEC guidelines and oversight.”

15. Reference Section C, “Exhibit C.2.0.3 Milestones/Schedule/Reference,” the following Sections are revised as follows:

- a. Section C.2.1.1 Quadrant II Remedial Actions-Reference Documents, revise the third “Document Number”:

From: “OH Permit # 04-57-0680”

To: “OH Permit #04-66-0680”

b. Section C.2.1.2 Scrap Yard Reference Documents:

Delete the first document “OH Permit # 04-57-0680” and the fourth document “Ohio EPA, Mar 18, 1999 entered into Director’s Journal.”

c. Delete Section C.2.1.5 Environmental Monitoring and Reporting- Milestones/Schedule and replace with the table below:

Section C.2.1.5 Environmental Monitoring and Reporting - Milestones/Schedule	
Milestone	Date
5-Year Evaluation 611A Consent Decree	October 31, 2008
5-Year Evaluation X-734 Landfill Consent Decree	Letter Report September 2004/Evaluation October 31, 2008
5-Year Evaluation X-749/X-120 Phyto Phase 1 Consent Decree	January 31, 2008
5-Year Evaluation X-749/X-120 Phyto Phase 2 Consent Decree	January 31, 2008
5-Year Evaluation X-749 (Peter Keiwit Landfill) Consent Decree	January 31, 2008
Monthly NPDES Report/NPDES Consent Permit	Monthly 15th
Annual Groundwater Report DFF&O’s on Integration	Annually – April 1st
Integrated Groundwater Monitoring Plan	Annually – (only if Ohio EPA and DOE identify a need to revise during the year)

d. Section C.2.1.5.4 Environmental Monitoring and Reporting- Reference Documents, the first “Document Number” is revised:

From: “OH Permit # 04-57-0680”
To: “OH Permit #04-66-0680”

e. Section C.2.2 Waste Management – Reference Documents, the first “Document Number” is revised:

From: “OH Permit # 04-57-0680”
To: “OH Permit #04-66-0680”

f. Section C.2.3.1 Highly Enriched Uranium Program – Reference Documents, the second “Document Number” is revised:

From: “OH Permit # 04-57-0680”
To: “OH Permit #04-66-0680”

- g. Section C.2.3.3 Polychlorinated Biphenyls (PCBs) Activities – Reference Documents, add the following document to the “Title” column: “Letter dated May 6, 1998; DOE Legacy Waste Agreement between DOE and USEC.”
16. Reference Section C, “Exhibit C.2.2.2 Legacy Waste Type/Waste Stream/Quantity”, add “Cubic meters” under the column in the table titled “Volume” and add “Kilograms” under the column in the table titled “Weight”.
17. Reference Section H.5, Table, add one or two additional lines for completion by the offeror in the event the offeror elects to propose four or five key personnel as now allowed by Section L.17(b)II as modified in paragraph 4 below.
18. Reference Section H.12(a), revise the first sentence as follows:
- From: “Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party that causes the violation (e.g., contractor, subcontractors, etc.).”
- To: “Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party to this contract that causes the violation.”
19. Reference Section H.17, Table paragraph c, “Government Furnished Services and Items,” add the following:
- “Oak Ridge Environmental Information System (OREIS)”
“Geographical Information System (GIS)”
“Paducah Project Environmental Measurement System (Paducah PEMS)(Paducah only)”
20. Reference Section H.17, Table paragraph f, “Scope” is revised as follows:
- From: “Services provided by the Infrastructure Contractor under contract DE-AC24-04OH201178.”
- To: “Services provided by the Infrastructure contractor(s).”
21. Reference H.17, Table paragraph f, “Government Furnished Services and Items” column, revise paragraph 1 as follows:
- From: “1. Maintain the Russian Transparency Program in a continuous state of readiness to support Russian monitoring visits”

To: "1. LAN and WAN configured for multiple users and basic operating software, network administration, customer service support, help desk support, and computer repairs."

22. Remove Section H.18 and replace with the following:

**"H.18 WORK FORCE TRANSITION AND HUMAN RESOURCES
MANAGEMENT**

- (a) General Principles -- The Contractor shall adhere to the following requirements in its own human resources related actions and cooperate with other DOE contractors, as necessary, in order to meet the following objectives: (1) achieve an orderly transition, (2) be fair to incumbent employees and maintain a productive and flexible work force, (3) minimize the cost of the transition and its impacts on other DOE programs, and (4) promote those practices which will result in stable collective bargaining relationships.
- (b) For purposes of this clause, the following definitions are applicable.
 - (1) "Grandfathered employees" are non-managerial employees (i.e., those below the first level of supervision) who are vested participants in the Multiple Employer Pension Plan (MEPP) sponsored by Bechtel Jacobs Company, LLC (BJC) at contract transition.
 - (2) "Incumbent contractors" are BJC and its first and second tier subcontractors.
 - (3) "Incumbent employees" are employees employed by the incumbent contractors and employees leased by the United States Enrichment Corporation (USEC) to first-tier subcontractors on DOE Contracts DE-AS05-98OR22700 and DE-AS05-98OR22980 at contract transition.
 - (4) "Preference-eligible employees" are employees on the rolls of BJC or USEC at the Portsmouth or Paducah gaseous diffusion sites at beginning of contract transition and grandfathered employees on the rolls of BJC's first and second tier subcontractors at the Portsmouth or Paducah gaseous diffusion sites at contract transition.
- (c) Transition and Hiring Preference – Preference-eligible employees and former employees as set forth below will receive a preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities listed in the SOW during the

first six months after the effective date of this Contract in accordance with this clause in the following order of preference:

- (1) Preference-eligible employees shall receive a right of first refusal for vacancies at the site at which they are employed at contract transition in positions substantially equivalent to the positions they currently perform.
- (2) Preference-eligible employees shall receive offers for vacancies at the site at which they are employed at contract transition in positions for which they are qualified within the same function as the positions they currently perform.
- (3) Preference-eligible employees shall receive offers for vacancies at the site at which they are employed at contract transition in positions within the same function as the positions they currently perform, for which they are not qualified but agree to become qualified and can become qualified for by the commencement of active employment under this Contract with the training provided pursuant to subparagraph (f)(10) below.
- (4) Preference-eligible employees who were employed at either of the gaseous diffusion plants on July 1, 1993, and who have been identified as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and (3) of Title 29 of the United States Code) at such plant shall receive offers for vacancies at the site at which they are employed at contract transition in positions for which they are qualified by the commencement of active employment under this contract with the training provided pursuant to subparagraph (f)(10) below.
- (5) Former employees of BJC or its first or second tier subcontractors or USEC who are entitled to recall rights under applicable collective-bargaining agreements with those entities and who are qualified or can become qualified by the commencement of active employment for openings at the site, shall receive recall rights for openings at the site at which they were employed consistent with applicable site seniority at the site.
- (6) Former USEC and former BJC employees and grandfathered former employees of BJC's first and second tier subcontractors at the Portsmouth or Paducah gaseous diffusion sites who involuntarily separated (other than for cause) from employment

and who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "Displaced Employee Hiring Preference" shall receive a preference-in-hiring for openings as provided in that clause and as consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

- (7) Former employees of other DOE contractors who are eligible for the hiring preference contained in the clause entitled "Displaced Employees Hiring Preference" shall receive the preference included in that clause.
- (8) After the above preferences have been satisfied, other individuals who have separated from employment at the Portsmouth and Paducah gaseous diffusion sites and who are not barred from seeking employment at the Portsmouth or Paducah site by the terms of employee waivers or releases of claims they executed shall receive preference for openings for which they are qualified or can become qualified at the Portsmouth or Paducah sites with the training provided pursuant to subparagraph (f)(10) below.

When these hiring preferences are applicable to positions covered by a collective-bargaining agreement at contract transition, the preferences shall be applied consistently with any applicable seniority at that site.

(d) Labor Relations

- (1) The Contractor and its subcontractors agree to conduct labor relations in accordance with applicable laws and DOE's intent that labor relations policies and practices reflect the best experience of American industry in aiming to achieve the stable labor-management relations essential to successful accomplishment of DOE's programs at reasonable cost. The Contractor and its subcontractors will maintain positive labor-management relations when performing work under this Contract.
- (2) The Contractor and its subcontractors, in good faith at all times, will respect the rights of employees under the National Labor Relations Act to self organization; to form, join or assist the Paper, Allied-Industrial, Chemical, and Energy Workers International Union (PACE) or other labor organizations; to bargain collectively through PACE or other representatives of their own choosing; to engage in other concerted activities for the purpose of collective-

bargaining or other mutual aid or protection; and to refrain from any and all such activities.

- (3) Consistent with applicable labor laws and regulations for that work that is being performed by members of PACE on the effective date of this Contract, the Contractor agrees to initially consult with PACE regarding the initial terms and conditions of employment and to recognize PACE as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by PACE members and is covered in the scope of this Contract, and to bargain in good faith to a collective-bargaining agreement that gives due consideration to applicable terms and conditions of the existing Bechtel Jacobs and USEC collective-bargaining agreements for work on the site.
- (4) DOE will leave the collective-bargaining process to orderly negotiation and agreement between contractor management and the certified representatives of its employees.

(e) Employee Relations

The Contractor and its subcontractors shall maintain an effective employee concerns resolution program.

(f) Pay and Benefits

- (1) The Contractor shall provide a competitive overall pay and benefits package to its employees. Contractors shall develop and implement welfare benefit programs that meet the tests of allowability and reasonableness established by Federal Acquisition Regulation 31.205-6.
- (2) For incumbent grandfathered employees who are hired under this Contract, the Contractor shall maintain benefit plans, including health and welfare plans, as set forth in detail below:
 - (A) The Contractor shall credit all such employees with their current length of service toward fringe benefits, including vacation, retirement benefits, and severance pay.
 - (B) Pension Plans -- The Contractor shall become a participating/sponsor employer in the BJC MEPP as soon as possible but no later than ninety days after award. Incumbent grandfathered employees will be credited for their prior service under the plan and for their service under

this contract. The Contractor shall enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC. The Contractor shall comply with all applicable laws, including but not limited to Internal Revenue Code and Employee Retirement Income Security Act requirements. No employee who qualifies as a grandfathered employee under the BJC MEPP shall lose such rights as a result of this transition.

- (C) Other Benefit Plans -- For incumbent grandfathered employees, the Contractor shall become a participating/sponsoring employer in the current BJC Multiple Employee Welfare Arrangement (MEWA) as soon as possible but no later than ninety days after award. The Contractor shall also enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC. The Contractor shall comply with all applicable laws, including but not limited the Internal Revenue Code, Employee Retirement Income Security Act requirements and state laws.
- (3) For incumbent non-grandfathered employees, the Contractor is free to set its own terms and conditions of employment, subject to any collective-bargaining obligations, so long as (i) those packages include market-based retirement and medical benefits and are competitive for their industry and (ii) the contractor maintains benefit plans that are equal in cost to the aggregate cost of benefits to the incumbent contractors or USEC as applicable immediately prior to the effective date of this Contract for the first year of this Contract and as consistent with the Service Contract Act. The Contractor also shall comply with all applicable laws, including the Internal Revenue Code, the Employee Retirement Income Security Act, and the Service Contract Act (including §4(c)). With CO approval, if the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) §410 and §414 for the purpose of maintaining the federal tax qualification of pension plans covering the Contractor's employees.
- (4) The Contractor shall credit all incumbent employees hired under this Contract with their current length of service toward fringe benefits, which also includes vacation, retirement benefits (consistent with the terms of the plan(s)) and severance pay. The

transition of an incumbent employee during the first six months of this Contract from the incumbent contractors to the Contractor shall not constitute a break in service under the plan(s).

- (5) For all employees other than incumbent employees, the Contractor is free to set its own terms and conditions of employment, so long as those packages include market-based retirement and medical benefits and are competitive for their industry.
- (6) Non-incumbent grandfathered employees vested in the BJC MEPP who are hired by the Contractor, its first or second tier subcontractors, or USEC under this Contract shall be eligible for participation in the MEPP and allowed to continue to accrue credit for service under this contract in the MEPP consistent with the terms of the MEPP.
- (7) Participation in the BJC MEPP and/or the BJC MEWA shall be limited to individuals who currently have the right under the terms and conditions of those plans to participate in the plans; such individuals shall continue to be entitled to participate in those plans under the terms and conditions of the respective plans.
- (8) During this contract, the Contractor may change any of the pension and welfare benefit plans (including any of the retirement medical benefits), administered by the incumbent contractors subject to legal requirements and to the requirements and conditions set forth in this contract. The Contractor shall obtain the written approval of the Contracting Officer before it initially implements any new plans and before it makes effective any changes to existing plans.
- (9) Because the Contractor is responsible for administering and maintaining the qualified status of all pension and investment plans, the contractor must submit to the Contracting Officer annual actuarial and employer certification as the sponsoring employer and participating employer in any pension plans demonstrating full compliance with Internal Revenue Code and Employee Retirement Income Security Act (ERISA) requirements including, but not limited to, any applicable non-discrimination testing. The Contractor shall also provide the annual actuarial valuation, DOL/IRS Form 5500, and annual auditors' reports for all such plans to the Contracting Officer.

- (10) Training -- The Contractor will establish a one-time training program specifically for the purpose of training individuals who are employed by BJC or its first or second tier subcontractors or USEC in the skills classifications required for the commencement of the non-construction activities listed in the SOW and who are threatened with involuntary separation (except for cause) consistent with paragraph (c) above. The one-time training program will not exceed six months in duration and \$5,000 (subject to available funding) per person in cost in addition to wages and benefits.
- (11) Severance Pay -- Severance pay is an unallowable cost at the end of the Contract for any employee who receives an offer of employment with a replacement contractor or subcontractor or another DOE contractor or subcontractor with substantially equivalent benefits.
- (g) No Third Party Beneficiaries -- No person shall have a right of action against the Contractor or a first or second tier subcontractor of the contractor or against DOE concerning issues arising under or related to matters addressed in this clause or any other clause in this Contract.”

23. Delete Clause “I.137, 970.5231-4 PRE-EXISTING CONDITIONS (DEC 2000) ALTERNATE II (DEC 2000)”

24. Reference Section J, Attachment 4.1, “Paducah List of Deliverables,” add the following deliverable:

	Report	Description	Driver	Frequency	DOE contact/phone	Approval Required
175.	Regulatory Deliverables and Reports	(e.g., CERCLA, Agreed Order, Remedial Action Reports)	Regulatory Documents	As Required		DOE Concurrence; Regulator Approval

25. Reference Section J, Attachment 4.2, “Portsmouth List of Deliverables,” add the following deliverable:

	Report	Description	Driver	Frequency	DOE contact/phone	Approval Required
157.	Regulatory Deliverables and Reports	(e.g., CERCLA, Agreed Order, Remedial Action Reports)	Regulatory Documents	As Required		DOE Concurrence; Regulator Approval

26. Reference Section J, Attachment 4.2, “Portsmouth List of Deliverables,” is revised as follows:

- a. Report 32, Annual Site Treatment Plan, the “Frequency” date is revised:

From: “Annually in January”

To: “Annually in December”

- b. Reports 128 through 156, add “CO Information” in the “Approval Required” column.

- c. Report 139, the “Report” name is revised:

From: “Fiscal Year Integrated Groundwater Monitoring Revisions”

To: “Integrated Groundwater Monitoring Plan”

- d. Report 139, “Integrated Groundwater Monitoring Plan”, the “Frequency” is revised:

From: “Annually- December 15th”

To: “Annually (Only if Ohio EPA and DOE identify a need to revise during the year)”

- e. Report 141, “Annual Site Environmental Report”, data from entire row is deleted and marked “reserved”.

- f. Report 147, “Annual EPCRA” the “Frequency” date is revised:

From: “Annually- June 1st”

To: “Annually – July 1st”

- g. Report 150, "RCRA Part B Permit Renewal", the "Frequency" is revised:

From: "September 1, 2005"

To: "March 2006"

- h. Report 152, "5-Year Evaluation 611A", the "Frequency" date is revised:

From: "July 30, 2007"

To: "October 31, 2008"

- i. Report 153, the "Report" name is revised:

From: "5-Year Evaluation X-724 Landfill"

To: "5-Year Evaluation X-734 Landfill"

- j. Report 153, "5-Year Evaluation X-734 Landfill", the "Frequency" date is revised:

From: "September 30, 2005"

To: "October 31, 2008"

- k. Report 154, "5-Year Evaluation X-749/X120 Photo Phase I", the "Frequency" date is revised:

From: "July 30, 2007"

To: "January 31, 2008"

- l. Report 155, "5-Year Evaluation X-749/X120 Photo Phase II", the "Frequency" date is revised:

From: "April 30, 2008"

To: "January 31, 2008"

- m. Report 156, "5-Year Evaluation X-749 (Peter Keiwi Landfill)", the "Frequency" date is revised:

From: "July 30, 2007"

To: "January 31, 2008"

27. Reference Section J, Attachment 5.1, "Cost Breakout WBS Paducah Remediation", add the following two rows to the table under "Project Support":

	.8	Property Management							
	.9	Computer/Radio/Telephones							

28. Reference Section J, Attachment 5.2, “Cost Breakout WBS Portsmouth Remediation”, add the following two rows to the table under “Project Support”:

	.8	Property Management							
	.9	Computer/Radio/Telephones							

29. Reference Section J, Attachment 8.2, “Portsmouth Facilities/Areas Assignment of Responsibility”, the following is revised:

- a. Add Facility Identification # “X-236” as follows:

Operationally Responsible	S&M	Janitorial	Pest Control	Grounds Service	Facility Identification #	Facility Type	Restroom Sq. ft. (# of restrms)	Office/Conf. Rooms Sq. ft.	Gross Sq.ft. - Acreage
REM	REM	N/A	N/A		X-236	Area	N/A	N/A	N/A

- b. Delete the following Facility Identification #'s and their respective row: “X-120”, “X-344D”, “X701C”, “X701D”, “X-705A”, and “X-7745S”

- c. The Facility Type for Facility Identification # “7745R” is revised:

From: “Yard”

To: “Area”

30. Reference Section L.17(b)II, “Key Personnel”, the first sentence in the first paragraph is revised as follows:

From: “The offeror shall provide written resumes for the three proposed key personnel listed by the offeror in Section H.5 of the proposal that describe his/her education, leadership, relevant experience, suitability and capability to perform the SOW.”

To: “The offeror shall provide written resumes for a minimum of three but no more than five proposed key personnel, and list the key personnel in Section H.5 of the proposal, that describe his/her education, leadership, relevant experience, suitability and capability to perform the SOW.”

31. Reference Section L.18, the following sentence is added to the end of paragraph b):

“Information is not required to be submitted for those subcontracts identified as “Contractor Shall Assume” in Section J, Attachment 6, unless costs differ from the estimates identified as “Cost Data for the DOE directed subcontracts for assumption” as posted on the Remediation webpage.”

32. Reference Section L.18, the following paragraph is added:

“(u) The following information is provided to assist offerors in developing cost proposals:

- (1) Reference Section C.1.4.3.2(c), offerors shall prepare their cost proposal to include the planning, designing and construction of two sedimentation basins.”

33. Reference Section M.5, “Cost and Fee Evaluation Criteria,” paragraph (b) is revised as follows:

From: “DOE will evaluate each offeror’s proposed Target Fee, Maximum Fee Minimum Fee, share ratio and the effective range of incentive.”

To: “DOE will evaluate each offeror’s proposed fee incentive arrangement, which consists of Target Fee, Maximum Fee, Minimum Fee, share ratio and the effective range of incentive.”